

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION

IN RE:	CASE NO. 10-42581-MGD
PAULA THACKER BOWMAN (A/K/A PAULA KAYE THACKER), Debtor.	CHAPTER 7
CITIMORTGAGE, INC., Movant.	
v.	CONTESTED MATTER
PAULA THACKER BOWMAN (A/K/A PAULA KAYE THACKER), KYLE A COOPER, ESQ., Trustee, Respondents.	

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE** that CitiMortgage, Inc. has filed a **Motion for Relief from the Automatic Stay** and related papers with the Court seeking an order granting relief from the automatic stay.

**PLEASE TAKE FURTHER NOTICE** that the Court will hold a hearing on the motion in Courtroom **342**, in the U.S. Courthouse, Federal Bldg., 600 East First Street, Rome, GA, at **10:15 AM on September 8, 2010.**

Your rights may be affected by the Court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to grant the relief sought in these pleadings or if you want the court to consider your views, then you and /or your attorney must attend the hearing. You may also file a written response to the pleading with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how, and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk at least two business days before the hearing. The address of the Clerk's Office is: Clerk, U.S. Courthouse, Room 339, Federal Bldg., 600 East First Street, Rome, GA 30161. You must also mail a copy of your response to the undersigned at the address stated below.

If a hearing on the motion for relief from the automatic stay cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the motion and agrees to a hearing on the earliest possible date of the request, Movant waives the requirement that the final decision be issued within that period. Movant consents to the automatic stay remaining in effect until the Court orders otherwise.

DATED: 8/10/2010

**PENDERGAST & ASSOCIATES, P.C.**

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By: \_\_\_\_\_/s/\_\_\_\_\_  
Alice Blanco  
Georgia Bar Number 062160  
Attorney for Movant  
Firm File Number: 10-06731

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**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

COMES NOW, CitiMortgage, Inc., (hereinafter referred to as “Movant”), pursuant to Rules 4001 and 9014 of the Bankruptcy Rules and Section 362(d) of the Bankruptcy Code, to request relief from the automatic stay provided by Section 362(a) of the Bankruptcy Code. In support herein, Movant alleges as follows:

1.

On or about January 18, 2002, Paula Thacker Bowman(a/k/a Paula Kaye Thacker), (hereinafter referred to as the “Debtor”) obtained a mortgage loan in the original principal sum of \$117,000.00, and as evidence of the Debtor's obligation to repay said loan amount, the Debtor executed and delivered a Promissory Note (hereinafter referred to as the “Note”) to Movant or Movant’s assignor of even date and amount.

2.

As security for the indebtedness as evidenced by the Note, that same day the Debtor executed and delivered a Security Deed relating to certain real property known as 224 Presidential Drive, Dallas, GA (hereinafter referred to as the "Real Property"). A true and accurate copy of the Security Deed is attached hereto and incorporated herein by referenced as an exhibit.

3.

Movant is the holder of the Note and Security Deed or it acts as the servicing agent for same.

4.

Debtor filed for relief under Chapter 7 of the Bankruptcy Code on July 1, 2010. Pursuant to the Debtor's Statement of Intention, the above described Real Property is to be surrendered to Movant.

5.

Pursuant to the terms of the loan documents the Debtor is required to make direct payments to Movant at the standard contractual rate of \$991.47 each month.

6.

The Debtor is in default to Movant under the terms of the loan documents, having failed to make certain monthly mortgage payments. The Debtor is delinquent 27 (twentyseven) monthly payments, plus late charges, plus attorney's fees and costs. The property is most recently valued at \$97,400 by the Paulding County Board of Assessors.

7.

The principal amount due Movant under the loan documents is \$107,785.75, plus interest, late charges, and attorney's fees and costs.

8.

The automatic stay provided by Section 362(a) of the Bankruptcy Code prevents Movant from enforcing its foreclosure rights against the Real Property pursuant to its Security Deed.

9.

Section 362(d) of the Bankruptcy Code requires a court to grant relief from the automatic stay by terminating, modifying or annulling the stay, for cause, including the lack of adequate protection of a lien holder's interest in its collateral.

10.

Movant does not have adequate protection of its interest in the Real Property because the Debtor has failed to comply with the terms of the loan documents. Consequently, cause exists to grant Movant relief from the automatic stay so that Movant may exercise its remedies under the Security Deed and applicable state law with regard to the enforcement of its debt against the Real Property.

11.

If Movant is not permitted to exercise its legal rights against the Real Property pursuant to its Security Deed, Movant will suffer irreparable injury, loss and damage.

WHEREFORE, Movant respectfully prays to the Court as follows:

1. That the automatic stay provided by Section 362(a) of the Bankruptcy Code be modified and lifted to permit Movant to foreclose upon the Real Property pursuant to the Security Deed and applicable state law;
2. That Movant be allowed to file a claim for any deficiency arising out of the foreclosure of the Real Property;
3. That the terms of Rule 4001(a) (3) be waived and the secured creditor may immediately enforce and implement the Order granting relief from the automatic stay;
4. All communications including but, not limited to, notices required by state law, sent by Creditor in connection with proceeding against the property may be sent directly to the Debtor and Debtor's counsel,
5. That Movant be granted such other and further relief as this Court deems necessary and appropriate.

August 10, 2010

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**PENDERGAST & ASSOCIATES, P.C.**

By: \_\_\_\_\_/s/\_\_\_\_\_  
Alice Blanco  
Georgia Bar Number 062160  
Attorney for Movant  
Firm File Number: 10-06731

CERTIFICATE OF SERVICE

I, Alice Blanco, certify that I am over the age of 18 and that on August 10, 2010 I served a copy of the foregoing NOTICE OF HEARING and MOTION FOR RELIEF FROM STAY by first class U.S. Mail, with adequate postage prepaid on the following persons or entities at the addresses stated:

Kyle A Cooper, Esq.  
Kyle A. Cooper, Attorney at  
Law  
615 Colonial Park Drive, Suite  
104  
Roswell, GA 30075

Paula Thacker Bowman  
224 Presidential Drive  
Dallas, GA 30157

Dated: August 10, 2010

**PENDERGAST & ASSOCIATES, P.C.**

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115 Perimeter Center Place  
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